

Deborah E. Johnson
P.O.Box 4448
Carmel, California 93921-4448
Telephone: 831-622-0132

Gerald D. Johnson (Pro Se, filing party)
P.O.Box 4448
Carmel, California 93921-4448
Telephone: 831-622-0132
E-mail: aprgdj@cs.com

Plaintiffs

United States District Court

North District Of California

San Jose Division

Deborah E. Johnson and Gerald D. Johnson,

Plaintiffs,

vs.

First Federal Bank Of California

Defendant.

Case No. C08 00264 PVT

Related Case No. C08 01796 PVT

**"PLAINTIFFS' REQUEST FOR
JUDICIAL NOTICE OF THE
STATEMENT OF FACTS AND
EXHIBITS IN OPPOSITION TO"
DEFENDANT'S MOTION TO
DISMISS PLAINTIFFS ' FIRST
AMENDED COMPLAINT AND
IDENTICAL COMPLAINT IN
REMOVED ACTION
& PROOF OF SERVICE**

Hearing:

Date: June 3, 2008

Time: 10:00 a.m.

Courtroom: 5

Patricia v. Trumbull

**TO THIS HONORABLE COURT AND DEFENDANT, FIRST FEDERAL
BANK OF CALIFORNIA: PLAINTIFFS, DEBORAH E. JOHNSON AND GERALD D.
JOHNSON REQUEST THIS COURT TAKE JUDICIAL NOTICE OF THE FOLLOWING**

FILED

2008 MAY -6 P 3:46

RICHARD W. WIEKING
CLERK
U.S. DISTRICT COURT
NO. DIST. OF CA. S.J.

1 STATEMENT OF FACTS AND EXHIBITS IN OPPOSITION TO DEFENDANT'S
2 MOTION TO DISMISS PLAINTIFFS' FIRST AMENDED COMPLAINT AND IDENTICAL
3 COMPLAINT IN REMOVED ACTION.

4 **STATEMENT OF FACTS**

5 1. Defendant, First Federal Bank of California, motion for summary judgement in the State
6 Superior Court for unlawful detainer action in relation to the Plaintiffs primary residence at 2nd
7 Avenue, 2NE of Dolores Street in Carmel California, was denied based largely on the recorded
8 "Deed of Trust", which reference the loan as: "**Loan No: 49792970/JOHNSON/JOHNSON**".
9 The person referenced on the recorded documents and newspaper notice related to the foreclosure
10 all reference Plaintiff, "**DEBORAH E. JOHNSON**", only. Plaintiffs' Exhibit "A" contains a
11 certified copy of the State Court Order denying Defendant's motion from that hearing in State
12 Court. Plaintiffs' Exhibit "B" is the certified recorded copy of the Deed Of Trust.

13 2. Plaintiffs' Exhibit "B" contains all 5 documents used in the foreclosure and produced by
14 T.D. Service Company and Defendant, First Federal Bank of California.

15 (1). "DEBT VALIDATION NOTICE" and "NOTICE OF DEFAULT AND ELECTION
16 TO SELL UNDER DEED OF TRUST", these documents were mailed to Plaintiffs with the loan
17 referenced as "**Loan No: 49792970/JOHNSON**" with no signature from a T.D. Service
18 Company employee.

19 (2). Recorded "NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED
20 OF TRUST" with the loan referenced as "**Loan No: 49792970/JOHNSON**" and signed by
21 Cathy Griffith of T.D. Service Company.

22 (3). Recorded "NOTICE OF TRUSTEE'S SALE" reference the loan as,
23 "**Loan No: 49792970/JOHNSON/JOHNSON**" and signed by Frances DePalma of T.D.
24 Service Company.

1 (4) Recorded "TRUSTEE'S DEED UPON SALE" reference the loan as,

2 "Loan No: 49792970/JOHNSON/JOHNSON" and is signed by Frances DePalama of T.D.

3 Service Company.

4 3. PMC Mortgage Company was paid \$16,800.00 by Defendant, First Federal Bank of
5 California, Plaintiffs' Exhibit "C" is the closing statment from Old Republic Title Company with
6 that rebate payment. The rebate payment or mortgage broker fee was not included in the the
7 finance charges.

8 4. Defendant's Exhibit "2" in the Declaration of Carol Baxter contains the Power of Attorney
9 with Plaintiff, Deborah E. Johnson's, actual signature that was witnessed and notarized by a notary.
10 Defendant's Exhibit "2" also contains the signature of Plaintiff, Deborah E. Johnson signed by
11 Plaintiff, Gerald D. Johnson, as her "attorney in fact" that was witnessed and notarized by a notary.
12 Neither signature match the signatures or method of dating the application or disclosures submitted
13 as Defendant's Exhibit "1" in the Declaration of Carol Baxter. Plaintiffs will cooperate with any
14 Federal, State or Local law inforcement agency to uncover or prosecute any suspected forgery
15 and Plaintiffs welcome any investigation into the fraud actions listed in this civil suit.

16 5. Plaintiffs Exhibit "D" is the application faxed from the agent representing the Defendant,
17 application and disclosures are date stamped with the fax number, number of pages and company
18 name. The fax cover sheet is addressed to both Plaintiffs and dated January 19, 2005. These
19 documents were never signed by Plaintiffs.

20 6. Plaintiffs Exhibit "E" is documents from Old Republic Title addressed to both Plaintiffs
21 dated March 9, 2005, requesting personal information prior to the close of escrow.

22 7. Plaintiffs Exhibit "F" is the definition for "Consumer" as it relates to 12 CFR 226.23 of
23 Truth In Lending (Regulation Z). The Defendant's Exhibit "2" in the Declaration of Carol Baxter
24 contains the application that was included with the closing documents has Plaintiff, Gerald D.

1 Johnson, in the section "Title will be held in what Name(s)" and noted in the Preliminary Title
2 Report that is referenced in the section of the application "Legal Description of Subject Property".

3 8. Plaintiff, Gerald D. Johnson's, bankruptcy filing listed the subject property as an asset
4 and allowed the bankruptcy dismissal after discovery of the actions committed by the Defendant
5 in this civil action.

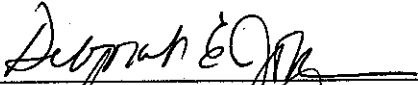
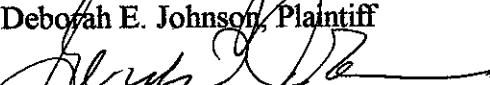
6 9. Plaintiff, Gerald D. Johnson, is not a licensed Real Estate Broker for the State of
7 California nor has he ever been a liscensed Real Estate Broker for this sate or any other state
8 in these United States.

9
10 **CONCLUSION**

11 Defendant, First Federal Bank Of California, has directed or instructed Old Republic Title, T.D.
12 Service Company and PMC Mortgage Company to omit, misrepresent and falsify documents in
13 creating a fraudulent security instrument at inception, during the term of the loan and to facilitate
14 a fraudulent conveyance. The Defendant has misrepresented and provided false information to
15 the Plaintiffs and through declarations to the Bankruptcy Courts. The Defendant has utilized bank
16 funds at inception and for conveyance by wire and mail while instructing and directing others in the
17 creation of the necessary documents. The above actions are fraudulent and are punishable under
18 The RICO Act. The California State Superior Court has denied the Defendant's motion for
19 summary judgement based on the transfer documents and our plea is that this Court allow due
20 process and discovery to continue. Plaintiffs believe if allowed to continue and investigate the files,
21 communication logs and cross examine employees for T.D. Service Company, Old Republic Title
22 PMC Mortgage and the Defendant, First Federal Bank of California, the case for fraud will be
23 proven. We ask this Court to deny the Defendant's "Motion To Dismiss" Plaintiffs' First Amended
24 Complaint.

1 We declare under penalty of perjury that the foregoing statement of facts and documents are true
2 and correct.

3
4 Dated: May 6, 2008


Deborah E. Johnson, Plaintiff

Gerald D. Johnson, Plaintiff (pro se)

Proof Of Service

I, TERI PORTEOUS, the undersigned hereby declare:

I am over eighteen years of age and not a party to the above action. My address is

2160 CALIFORNIA AVE, STE B, SAND CITY, CA. 93955-3172

On 5-6-2008, I personally served a true copy of:

"PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE OF THE STATEMENT OF FACTS AND EXHIBITS IN OPPOSITION TO" DEFENDANT'S MOTION TO DISMISS PLAINTIFFS' FIRST AMENDED COMPLAINT IN REMOVED ACTION & PROOF OF SERVICE

On the interested party named below, addressed as follows:

PAMELA COX
HEMAR, ROUSSO & HEALD, LLP
15910 VENTURA BOULEVARD 12th FLOOR
ENCINO, CALIFORNIA 91436-2829
Attorneys for Defendant, First Federal Bank of California

☒ By U.S. First Class Mail, at SAND CITY, CA., I placed such envelope for deposit with the United States Postal Service by placing for collection and mailing on that date following ordinary business practices.

☐ Via Hand Delivery, I delivered such envelope(s) by hand to the offices of the addressees.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5-6-2008, at SAND CITY, CA.

Teri Porteous
Sign Name

TERI PORTEOUS
Print Name

EXHIBIT "A"

SUPERIOR COURT OF CALIFORNIA COUNTY OF MONTEREY			
First Federal, Plaintiff/Petitioner vs. Johnson, Deborah E., et al, Defendant/Respondent		Hon. Lydia M. Villarreal Clerk: Lounette Dorsey CSR: Susan Kern, CSR #6717 Interpreter: Language:	
Minutes:	Motion Hearing	Case No.	M89741
Date:	April 10, 2008		Courtroom 16
		Related Cases:	

Appearances:

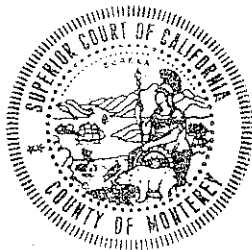
- ☐ No appearances
☒ Gary Hoffman, Attorney for Plaintiff
☐ Deborah Johnson, Defendant present in pro per
☒ Gerald Johnson, Defendant present in pro per

****DRAFT****

Case is regularly called for Plaintiff's Motion for Summary Judgment hearing.

Arguments are made by respective counsel.

Petitioner's Motion for Summary Judgment is Denied.//



I HEREBY CERTIFY THAT THE FOREGOING DOCUMENT IS A
TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

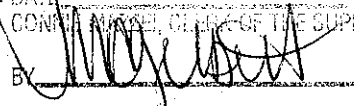
DATE **APR 11 2008**
 COUNTY CLERK, CLERK OF THE SUPERIOR COURT
 BY  DEPUTY
M.C. GILBERT

EXHIBIT "B"



&

MELMET DEFAULT
SERVICES, INC.

"The Alliance"

DEBT VALIDATION NOTICE

Date: July 12, 2007
T.S. No: A343546 CA
Unit Code: A
Loan No: 49792970/JOHNSON

1. The enclosed document relates to a debt owed to:
FIRST FEDERAL BANK OF CALIFORNIA
c/o First Federal Bank of California
2. Your mortgage Loan with the above-referenced creditor has been referred to our office for foreclosure based upon a default under the terms of the subject Note and Deed of Trust. Pursuant to and in compliance with the Fair Debt Collection Practices Act (Federal 15 USC 1601, as amended) our company on behalf of the above-named creditor hereby provides the following notification:
 - * We are attempting to collect a debt and any information we obtain will be used for that purpose.
 - * The amount required to reinstate or pay off the Debtor's account will be provided to the Debtor upon request. The Debtor should telephone our company or the creditor for a quotation of such amount.
 - * Written request or claims of dispute may be sent to the Creditor or to our company.
 - * You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of July 9, 2007 the total delinquency owed was \$23,466.15, but this amount will increase daily after such date until the delinquency has been fully paid.
4. As of the date in item Number 3, the amount owed is \$885,272.85 for unpaid Principal, plus Accrued Interest and any Accrued NSF Fees, Escrow Advances, Late Charges, or Suspense Credits and Attorney and/or Trustee Fee and Costs that have been incurred. Because these charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your check is received, in which event you will be informed before the check is deposited for collection. For further information you may contact T.D. SERVICE COMPANY by mail at 1820 E. FIRST ST., SUITE 210, P.O. BOX 11988, SANTA ANA, CA 92711-1988 or call (800) 843-0260 or call your lender directly.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid. The foreclosure action can be withdrawn if it is determined by the Creditor that there has been no default or the default has been cured or corrected.
6. You have various rights and duties under state law, which may include the right to reinstate the loan or redeem the property from the foreclosure sale. This letter is not a notification or intent to notify you of your rights. You should seek independent advice with respect to your rights and obligations under this debt.

DEBTVLD

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

The following copy of "Notice": the original of which was filed for record on July 11, 2007 in the office of the County Recorder of said County, is sent to you inasmuch as an examination of the title to said trust property shows you may have an interest in the Trustee's Sale proceedings.

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON
Property Address: 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$23,466.15, As of July 9, 2007

and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Page 2

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Foreclosure Department
First Federal Bank of
California
401 Wilshire Blvd.
Santa Monica, CA 90401
(310) 319-6089

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT: SEASIDE FINANCIAL CORPORATION is duly appointed Trustee under the following described Deed of Trust:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA

Said Deed of Trust secures certain obligations including one Note for the sum of **\$840,000.00**

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE APRIL 1, 2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, PLUS LATE CHARGE(S). FEE RECEIVABLES IN THE AMOUNT OF \$4,878.75.

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATED 07/09/07

SEASIDE FINANCIAL CORPORATION, BY T.D. SERVICE COMPANY AS AGENT
FOR THE TRUSTEE, BY SERVICELINK, AS AGENT FOR T.D. SERVICE COMPANY

BY _____ BY _____

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

5

SERVICELINK, IRVINE

RECORDING REQUESTED BY

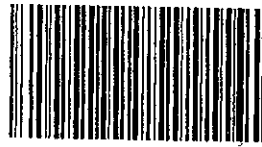
T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

RANJELIQUE
7/11/2007
11:00:47

DOCUMENT: **2007054666**

Titles: 1/ Pages: 2

Fees.... 11.00

Taxes...

Other...

AMT PAID \$11.00

1439911 SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON
Property Address: 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$23,466.15, As of July 9, 2007.

and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Page 2

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T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON

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To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Foreclosure Department
First Federal Bank of
California
401 Wilshire Blvd.
Santa Monica, CA 90401
(310) 319-6089

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT SEASIDE FINANCIAL CORPORATION is duly appointed Trustee under the following described Deed of Trust:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA.

Said Deed of Trust secures certain obligations including one Note for the sum of **\$840,000.00**

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE APRIL 1, 2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST. PLUS LATE CHARGE(S). FEE RECEIVABLES IN THE AMOUNT OF \$4,878.75.

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATED 07/09/07

SEASIDE FINANCIAL CORPORATION, BY T.D. SERVICE COMPANY AS AGENT FOR THE TRUSTEE, BY SERVICELINK, AS AGENT FOR T.D. SERVICE COMPANY

BY Cathy Griffith BY _____

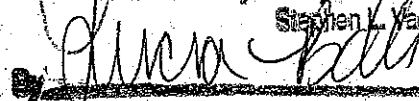
We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

END OF DOCUMENT

APR 29 2008

When embossed this is certified to be a true copy of the
records of the Monterey County Recorder's Office.

Stephen L. Vagnini, Recorder


Deputy

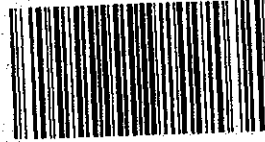
SERVICELINK, IRVINE
RECORDING REQUESTED BY

T.D. SERVICE COMPANY

And when recorded mail to
 T.D. SERVICE COMPANY
 1820 E. FIRST ST., SUITE 210
 P.O. BOX 11988
 SANTA ANA, CA 92711-1988

Stephen L. Vagnini
 Monterey County Recorder
 Recorded at the request of
Filer

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 10/15/2007
 11:32:37

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Titles: 1/ Pages: 2

Fees... 11.00

Taxes...

Other...

AMT PAID \$11.00

1439911

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NOTICE OF TRUSTEE'S SALE

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON
 AP #1: 010-126-022

SEASIDE FINANCIAL CORPORATION, as duly appointed Trustee under the following described Deed of Trust WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (in the forms which are lawful tender in the United States) and/or the cashier's, certified or other checks specified in Civil Code Section 2924h (payable in full at the time of sale to T.D. Service Company) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property hereinafter described:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA, pursuant to the Notice of Default and Election to Sell thereunder recorded July 11, 2007 as Instr. No. 2007-54666 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County CALIFORNIA.

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED MAY 5, 2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

"(If a street address or common designation of property is shown above, no warranty is given as to its completeness or correctness)."

Said Sale of property will be made in "as is" condition without covenant or warranty, express or implied, regarding title possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest as in said note provided, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Said sale will be held on:

NOVEMBER 8, 2007, AT 10:00 A.M. *ON THE MAIN STEPS (AT THE DOUBLE DOOR ENTRANCE, INSIDE THE COURTYARD) OF THE COUNTY COURTHOUSE, 240 CHURCH STREET, SALINAS, CA


At the time of the initial publication of this notice, the total amount of the unpaid balance of the obligation secured by the above described Deed of Trust and estimated costs, expenses, and advances is \$943,523.95. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

Page 2

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON

Date: October 12, 2007

SEASIDE FINANCIAL CORPORATION as said Trustee,
by T.D. Service Company, as agent

BY 
FRANCES DEPALMA, ASSISTANT SECRETARY
T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210, P.O. BOX 11988
SANTA ANA, CA 92711-1988
(714) 543-8372

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.ascentex.com/websales.

END OF DOCUMENT

MAY 02 2008

When embossed this is certified to be a true copy of the
records of the Monterey County Recorder's Office.

Stephen L. Vagnini, Recorder

By

Amya Bell
Deputy

Recording Requested By
ServiceLink

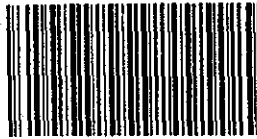
RECORDING REQUESTED BY
T.D. SERVICE COMPANY

And when recorded mail to
First Federal Bank of
California
RE: Loan # 49792970/JOHNSON/JOHNSON
401 Wilshire Blvd.
Santa Monica, CA 90401

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

RANJELIQUE
2/12/2008
12:01:24

DOCUMENT: **2008008306**



Titles: 1/ Pages: 2

Fees.... 12.00

Taxes....

Other....

AMT PAID \$12.00

Space above this line for recorder's use

1439911


TRUSTEE'S DEED UPON SALE

The undersigned declares under penalty of perjury that the following declaration is true and correct:

- 1) The Grantee herein was the foreclosing Beneficiary.
- 2) The amount of the unpaid debt together with costs was \$983,776.34
- 3) The amount paid by the Grantee at the Trustee's Sale was \$969,700.00
- 4) The documentary transfer tax is \$0.00
- 5) The city transfer tax is \$0.00
- 6) The monument preservation tax is \$0.00
- 7) Said property is in unincorporated area, County of Monterey

T.D. SERVICE COMPANY

Dated: 02/08/08

By 
Frances DePalma, Trustee's Sale Officer

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON

AP #1: 010-126-022

Property Address: 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

SEASIDE FINANCIAL CORPORATION
(herein called Trustee)

Accommodatic 1

does hereby GRANT AND CONVEY, without any covenant or warranty, express or implied to

FIRST FEDERAL BANK OF CALIFORNIA

(herein called Grantee), such interest as Trustee has in that certain property described as follows:

PARCEL I: PARCEL "B" AS SHOWN ON THAT CERTAIN MAP FILED AUGUST 27, 1980 IN VOLUME 14 OF PARCEL MAPS, AT PAGE 58. PARCE II: A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES THREE FEET WIDE, LYING SOUTHERLY OF AND CONTIGUOUS WITH THE NORTHERLY BOUNDARY OF PARCEL A AS SAID PARCEL IS SHOWN ON THE MAP ABOVE REFERRED TO.

This conveyance is made pursuant to the authority vested in said Trustee, as Trustee or as duly appointed Trustee by the Deed of Trust described as follows:

Trustor: DEBORAH E. JOHNSON

MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

Page 2

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA, Whereas, the holder of the note secured by said Deed of Trust delivered to Trustee a written Declaration of Default and, pursuant thereto, a Notice of Default was recorded July 11, 2007 as Instr. No. 2007-54666 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA.

Whereas, Trustee complied with all applicable statutory provisions of California Civil Code Sections 2924 et seq. and of the described Deed of Trust including the mailing, publication, personal delivery, and posting of the Notice of Default and Notice of Sale, as respectively appropriate.


Said Notice of Trustee's Sale stated the time and place that Trustee would sell its interest in the described property at public auction. On February 8, 2008, the date set forth in the Notice of Trustee's Sale or the properly postponed sale date, Trustee sold the described property to Grantee, the highest qualified bidder present, for the sum of \$969,700.00 **Pro-tanto**.

In Witness Whereof, the undersigned caused its corporate name and seal (if applicable) to be hereunto affixed.

Dated February 9, 2008

SEASIDE FINANCIAL CORPORATION
By T.D. Service Company, As Agent for the Trustee

BY


Frances Depalma, Assistant Secretary

BY


Patricia A. Randall, Vice President

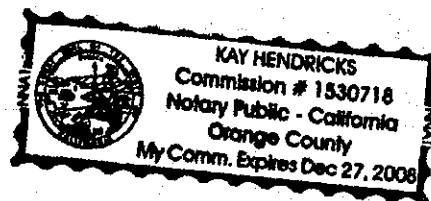
STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On 02/09/08 before me, KAY HENDRICKS, a Notary Public, personally appeared FRANCES DEPALMA, ASSISTANT SECRETARY, PATRICIA A. RANDALL, VICE PRESIDENT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



END OF DOCUMENT

APR 17 2008

When embossed this is certified to be a true copy of the
records of the Monterey County Recorder's Office.

Stephen L. Vagnini, Recorder

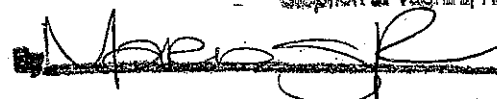
 Deputy

EXHIBIT "C"

2205 Fourth Street • Livermore CA • 94550 • (925) 443-1400 • (925) 447-8247

Date: 5/16/05
Escrow No.: 1114001775-TN
Escrow Officer: Theresa Nigro
Closing Date: 5/16/2005

[illegible]

EXHIBIT "D"

X# 4543 Friday
HOLLY 4:00pm
Attn: Gerald D. Johnson
Deborah E. Johnson

From: Brian Curl -- Account Manager
(866) 365-6180 Ext. #140

Return Fax # (925) 294-9630

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA <input type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number

Amount	Interest Rate	No. of Months	Amortization Type:	Fixed Rate	Other (explain):
\$	%		GPM		ARM (type):

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units

Legal Description of Subject Property (attach description if necessary)	Year Built
---	------------

Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
	<input type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.					
Year Lot Acquired	Original Cost	Amount Existing Loans	(a) Present Value of Lot	(b) Cost of Improvements	Total (a + b)
\$	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Year Acquired	Original Cost	Amount Existing Loans	Purpose of Refinance	Describe improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
\$	\$	\$		Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
		<input type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Source of Down Payment, Seller's Charges and/or Subordinate Financing (explain)

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			

Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
------------------------	------------------------------	------------------	-------------	------------------------	------------------------------	------------------	-------------

<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Co-Borrower)	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (not listed by Borrower)
Present Address (street, city, state, ZIP)	Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs.	Present Address (street, city, state, ZIP)	Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs.

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
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Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
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Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
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ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s).

Alternate Name	Credit Card Name	Account Number

THE RESULTS OF TRANSACTION

REFERENCES

		Borrower		Co-Borrower	
		Yes	No	Yes	No
a. Purchase price	\$				
b. Alterations, improvements, repairs					
c. Land (if acquired separately)					
d. Refinancing (incl. debts to be paid off)					
e. Estimated prepaid items					
f. Estimated closing costs					
g. PMI, MIP, Funding Fee					
h. Discount (if Borrower will pay)					
i. Total costs (add items a through h)					
j. Subordinate financing					
k. Borrower's closing costs paid by Seller					
l. Other Credits (explain)					
m. Loan amount (exclude PMI, MIP, Funding Fee financed)					
n. PMI, MIP, Funding Fee financed					
o. Loan amount (add m & n)					
p. Cash from/to Borrower (subtract j, k, l & o from i)					
If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.					
a. Are there any outstanding judgments against you?					
b. Have you been declared bankrupt within the past 7 years?					
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?					
d. Are you a party to a lawsuit?					
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA loan number, if any, and reasons for the action.)					
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.					
g. Are you obligated to pay alimony, child support, or separate maintenance?					
h. Is any part of the down payment borrowed?					
i. Are you a co-maker or endorser on a note?					
j. Are you a U.S. citizen?					
k. Are you a permanent resident alien?					
l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.					
m. Have you had an ownership interest in a property in the last three years?					
(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?					
(2) How did you hold title to the home - solely by yourself (S), jointly with you, spouse (SP), or jointly with another person (O)?					

Each of the undersigned explicitly represents to Lender, and to Lender's actual or potential agents, brokers, processors, disbursees, insurers, servicers, successors and assigns and acknowledges that (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine, imprisonment or both under the provisions of Title 18, United States Code, Sec. 1061, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, assert my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of the application were delivered containing my original written signature.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

2025 RELEASE UNDER E.O. 14176

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For races, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surmise. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

DD-BROWER <input type="checkbox"/> I do not wish to furnish this information.		ED-BROWER <input type="checkbox"/> I do not wish to furnish this information.	
Ethnicity: <input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Asian
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> White	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> White
Sex: <input type="checkbox"/> Female	<input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female	<input type="checkbox"/> Male
To be Completed by Interviewer This application was taken by:		Name and Address of Interviewee's Employer	
<input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Interviewer's Name (print or type)	
		Interviewer's Signature	
		Date	
		Interviewer's Phone Number (Incl. area code)	

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PACIFIC MORTGAGE CON

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

Authorization to Disclose

I/we, the undersigned, have applied for a real estate loan through Pacific Mortgage Consultants, Loan Broker. I/we hereby authorize the release of any and all information required or requested by Loan Broker, their assignees, or their credit reporting agencies in their attempts to complete the processing and/or approval of our loan request.

Necessary information may include, but would not be limited to; employment and/or related compensation information, savings and checking account verifications, loan status, payment histories, credit union and mortgage balances, etc.

Loan Broker is hereby authorized to utilize copies of this form in its efforts to receive the above listed information.

Thank you for your cooperation in expediting the return of the requested information attached hereto.

Printed Name

Social Security #

Applicant Signature

Date

Birthdate

Printed Name

Social Security #

Applicant Signature

Date

Birthdate

AGENT NAME

DATE

PHONE NUMBER

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

Equal Credit Opportunity Act (ECOA)

APPLICATION NO: _____

PROPERTY ADDRESS: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this Mortgage Company is the Federal Trade Commission, 55 East Monroe Street, Suite 1437, Chicago, Illinois 60603.

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

 Printed Name Date

 Applicant Signature Date

 Printed Name Date

 Applicant Signature Date

 AGENT NAME

 DATE

 PHONE NUMBER

#7

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

Notice to the Home Loan Applicant Credit Score Information Disclosure

APPLICANT(S) NAME AND ADDRESS	LENDER NAME AND ADDRESS
-------------------------------	-------------------------

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer-generated summary calculated at the time of the request based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether or not you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns, and how credit-scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loans, contact the lender.

The credit bureau(s) listed below provided a credit score that was used in connection with your home loan application.

CREDIT BUREAU #1	CREDIT BUREAU #2	CREDIT BUREAU #3
Experian	Equifax	Trans Union

I/We have received a copy of this disclosure.

Printed Name _____ Date _____

Applicant Signature _____ Date _____

Printed Name _____ Date _____

Applicant Signature _____ Date _____

AGENT NAME

DATE

PHONE NUMBER

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PACIFIC MORTGAGE CON

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

Notice Regarding Appraisal and Credit Report Fees

I/We hereby acknowledge that those fees collected at the time of application by Pacific Mortgage Consultants, Inc. are neither application nor loan fees.

I/We further understand those fees requested are for the express purpose of Pacific Mortgage Consultants ordering an appraisal and credit report on this specific transaction. Such fees are merely disbursed to organizations providing these services to Pacific Mortgage Consultants, Inc.

In the event this transaction is canceled, the loan package is subsequently declined by a lending institution, or any other series of events leading to termination of the relationship between Pacific Mortgage Consultants and the below signed individual(s), these monies will be retained and disbursed to those organizations having provided the appraisal and credit reporting services to Pacific Mortgage Consultants.

Once completed, the original appraisal shall be the property of Pacific Mortgage Consultants and the ensuing lending entity. At no time shall the client receive the original appraisal unless all fees including special rush fees, etc., have been received and cleared the Company's account. The Company will, however, supply the below signed individual(s) with a copy of the appraisal at or after close of escrow when written request has been received. In the event client cancels prior to closing of a transaction, the client shall be liable for any and all expenses relating to these items or the updating thereof - whether or not an up front fee has been collected.

Appraisal and credit monies are subject to a partial or total refund if the transaction is terminated at such point in time that said monies have not been completely expended.

In the event any legal action is necessary to enforce any provision hereon, the prevailing party shall be entitled to all costs as they pertain to such action, including but not limited to attorneys fees.

I/We acknowledge receipt of a copy hereof.

 Printed Name Date

 Applicant Signature Date

 Printed Name Date

 Applicant Signature Date

 AGENT NAME

 DATE

 PHONE NUMBER

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
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Occupancy Statement

I/we hereby state our intention to occupy that property listed in the "Subject Property Address" section of the uniform residential loan application as our personal and primary residence. I/we understand that such occupancy is a condition of the granting of the ensuing loan.

I/we acknowledge this requirement of owner occupancy is understood. It is further acknowledged that I/we are not relying upon any verbal statements made by Loan Broker, its independent contractors, or its employees regarding any non-occupancy of the subject property. Furthermore this statement is not being made to induce Loan Broker or any ensuing lender to process or approve the applied for loan.

In the event occupancy of the subject property does not occur, I/we understand that the loan received may become immediately due and payable and agree to indemnify Loan Broker, its representatives, or assignees from any action (s) as they may pertain to non-occupancy of the property. I/we further acknowledge full liability for any attorneys fees associated with Loan Broker's need to enforce this agreement or defend itself in any action brought by any entity due to non-occupancy of the subject property. It is further agreed that any and all cost as they may pertain to loan acceleration, including but not limited to attorney's fees, court costs, etc., shall be wholly my/our responsibility.

 Printed Name Date

 Applicant Signature Date

 Printed Name Date

 Applicant Signature Date

 AGENT NAME

 DATE

 PHONE NUMBER

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PACIFIC MORTGAGE CON

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

The Housing Financial Discrimination Act Of 1977 Fair Lending Notice

APPLICATION NO: _____

PROPERTY ADDRESS: _____

It is illegal to discriminate in the provisions of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or

2. Race, color, religion, sex, marital status, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one-to-four unit family residence occupied by the owner and for the purpose of the home improvement of any one-to-four unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or:

**DEPARTMENT OF REAL ESTATE
 2300 X STREET
 SACRAMENTO, CA 95818**

Printed Name **Date**

Applicant Signature **Date**

Printed Name **Date**

Applicant Signature **Date**

AGENT NAME

DATE

PHONE NUMBER

#11

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

Broker and Borrower Document Certification

The undersigned Broker and Borrower(s) hereby certify that all copies of documents provided to _____, ("Lender"), for the purpose of underwriting and closing Broker and Borrower(s) loan are true and exact copies of the original documents provided by the borrower(s) and further certify that the original documents do not contain any alterations, revisions, erasures or whiteouts.

For purposes of this Broker and Borrower Document Certification, Broker and borrower(s) acknowledge that such certifications pertains to any and all documents provided by Borrower(s) to Broker for purposes of loan processing, underwriting and closing, and may include but are not limited to the following:

- Paystubs/Earning Statements
- W-2 forms
- Individual Income Tax Returns (IRS Form 1040)
- Partnership Tax Returns (IRS Form 1065)
- Corporate Tax Returns (IRS Form 1120)
- Bank/Savings/Credit Union Account Statements
- Canceled Checks
- Business Balance Sheet and Income Statement
- Rental Agreements
- Purchase Contracts/Agreements

Note: In order to comply with investor requirements for sale of loans, the Lender may require the borrower(s) to provide original signatures on the first two pages of any tax returns.

Acknowledged by:

 Authorized Employee and Title

 Date

 Borrower Name

 Signature

 Date

 Borrower Name

 Signature

 Date

 AGENT NAME

 DATE

 PHONE NUMBER

#12

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PACIFIC MORTGAGE CON

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 DRE License # 01378482 Expires 4/16/07

Mortgage Loan Origination Agreement

You (_____) agree to enter into this Mortgage Loan Origination Agreement with Pacific Mortgage Consultants/Broker as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with Pacific Mortgage Consultants on _____, 2004. We are licensed as a "Mortgage Broker" under the state laws of California.

Section 1. Nature of Relationship.

In connection with this mortgage loan:

- We are acting as an independent contractor and not as your agent.
- We will enter into separate independent contractor agreements with various lenders.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or the best terms available in the market.

Section 2. Our Compensation.

The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate.

- The retail price we offer you, your interest rate, total points and fees will include our compensation.
- In some cases, we may be paid all of our compensation by either you or the lender.
- Alternately, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you rather pay a lower interest rate, you may pay higher up-front points and fees.
- Also in some cases, if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender.

We also may be paid by the lender based on (1) the value of the Mortgage Loan or related servicing rights in the market place or (2) other services, goods or facilities performed or provided by us to the lender.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR:

APPLICANTS:

<u>By Agent</u>	<u>Date</u>	<u>Phone Number</u>
<u>Applicant Printed Name</u>	<u>Signature</u>	<u>Date</u>
<u>Applicant Printed Name</u>	<u>Signature</u>	<u>Date</u>
<u>Address</u>	<u>City, State, Zip</u>	

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PACIFIC MORTGAGE CON

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Pacific Mortgage Consultants, Inc
700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
DRE License # 01378482 Expires 4/16/07

Tax and Insurance Impound Request

I hereby request the following to be impounded and paid monthly with my payment:

1.) ***Property Taxes*** _____

2.) ***Fire/Hazard Insurance*** _____

I do not want Tax or Insurance Impounds _____

Fire/Hazard Insurance Agent Information

Insurance Co. _____

Agents Name _____ ***Phone No.*** _____

Address _____

City _____ ***State*** _____ ***Zip*** _____

Applicant Printed Name ***Date***

Applicant Signature ***Date***

Applicant Printed Name ***Date***

Applicant Signature ***Date***

AGENT NAME

PHONE NUMBER

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PACIFIC MORTGAGE CON

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Pacific Mortgage Consultants, Inc
 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939
 DRE License # 01378482 Expires 4/16/07

Consumer Caution and Home Ownership Counseling Notice

If you obtain this loan, the lender will have a mortgage on your home. You could lose your home, and any money you have put into it, if you do not meet your obligations under the loan.

Mortgage loan rates and closing costs and fees vary based on many factors, including your particular credit and financial circumstances, your earnings history, the loan-to-value requested, and the type of property that will secure your loan. Higher rates and fees may be justified depending on the individual circumstances of a particular consumer's application. You should shop around and compare loan rates and fees.

This particular loan may have a higher rate and total points and fees than other mortgage loans, and is or may be subject to the additional disclosure and substantive protections under Division 1.6 (commencing with Section 4970) of the Financial Code. You should consider consulting a qualified independent credit counselor or other experienced financial advisor regarding the rate, fees and provisions of this mortgage loan before you proceed. For information on contacting a qualified credit counselor, ask your lender or call the United States Department of Housing and Urban Development's counseling hotline at 1-888-466-3487 or go to www.hud.gov/sha/sfh/hcc for a list of counselors.

You are not required to complete any loan agreement merely because you have received these disclosures or have signed a loan application.

If you proceed with this mortgage loan, you should also remember that you may face serious financial risks if you use this loan to pay off credit card debts and other debts in connection with this transaction, and then subsequently incur significant new credit card charges or other debts. If you continue to accumulate debt after this loan is closed and then experience financial difficulties, you could lose your home and any equity you have in it if you do not meet your mortgage loan obligations.

Property taxes and homeowner's insurance are your responsibility. Not all lenders provide escrow services for these payments. You should ask your lender about these services.

Your payments on existing debts contribute to your credit ratings. You should not accept any advice to ignore your regular payments to your existing creditors.

 Applicant Printed Name (Date)

 Applicant Signature (Date)

 Applicant Printed Name (Date)

 Applicant Signature (Date)

 AGENT NAME

 PHONE NUMBER

EXHIBIT "E"



OLD REPUBLIC TITLE COMPANY

2205 Fourth Street • Livermore CA • 94550 • (925) 443-1400 • FAX (925) 447-8247

Gerald Johnson and Deborah Johnson
2nd Avenue 2 NE of Dolores Street
Carmel, CA 93921

Date: March 09, 2005
Escrow Number: 1114001775-TN
Property: 2nd Avenue 2 NE of Dolores Street
Carmel, CA 93921
Reference:

Dear Gerald Johnson and Deborah Johnson

In connection with the escrow referenced above I have enclosed the documents listed below along with a brief description of the action I am requesting you take in respect to each item.

I also ask that you review the enclosed material and respond as requested at your earliest convenience so as to avoid any delay in the anticipated closing of this transaction.

If you have any questions regarding the content of the enclosed documents or the instructions regarding their disposition, please do not hesitate to contact me.

Sincerely,

Theresa Nigro
Escrow Officer

Please Fill Out, Sign and Return:
(*) Statement of Information



2205 Fourth Street • Liv. e CA • 94550 • (925) 443-1400 • FAX (925) 447-8247

CONFIDENTIAL STATEMENT OF INFORMATION

This statement is to be signed personally by each party to the transaction and by both spouses/partners, if married/registered (Section 1 is to be completed by the husband/partner, and Section 2 by the wife/partner). This information is necessary because we have been asked to insure a transaction involving real property in which you are interested. In that regard, we may encounter judgments, bankruptcies, dissolutions and liens against persons with the same or similar name as yours.

Property Address of Transaction: 2nd Avenue 2 NE of Dolores Street Carmel, CA 93921 Order Number 1114001775-TN/0707003629

Vacant Land: Is any portion of the new loan to be used for improvements? Improvements: Is Property: Single Family Multiple Residence Owner Occupied Commercial Tenant Occupied

1. Name: First Middle (If None, write None) Last Social Security No. Driver's License No. Date of Birth Place of Birth Have you ever been issued, or used, any other Social Security Number? Status: Single Married* Divorced Widow/Widower Registered Domestic Partner Mark One: Male Female

OCCUPATIONS LAST TEN YEARS

Occupation Firm Name Address No. Years

RESIDENCES LAST TEN YEARS

Number and Street City and State From (date) To (date) Own Rent

FORMER MARRIAGES/REGISTERED DOMESTIC PARTNERSHIP

If no former marriage, write "none", otherwise complete the following: Name of former spouse/partner: Social Security No. Deceased: Dissolution: Date: Where: First and last name(s) of children from this marriage Name of former spouse/partner: Social Security No. Deceased: Dissolution: Date: Where: First and last name(s) of children from this marriage

2. (Spouse's/Partner's Name): First Middle (If None, write None) Last Social Security No. Driver's License No. Date of Birth Place of Birth Have you ever been issued, or used, any other Social Security Number? Status: Single Married* Divorced Widow/Widower Registered Domestic Partner Mark One: Male Female

OCCUPATIONS LAST TEN YEARS

Occupation Firm Name Address No. Years

RESIDENCES LAST TEN YEARS

Number and Street City and State From (date) To (date) Own Rent

FORMER MARRIAGES/REGISTERED DOMESTIC PARTNERSHIP

If no former marriage, write "none", otherwise complete the following: Name of former spouse/partner: Social Security No. Deceased: Dissolution: Date: Where: First and last name(s) of children from this marriage Name of former spouse/partner: Social Security No. Deceased: Dissolution: Date: Where: First and last name(s) of children from this marriage

I declare, under penalty of perjury, that the foregoing is true and correct. Signature: Date: Home Phone: Business Phone: Signature: Date: Home Phone: Business Phone:

On the reverse side is our *Confidential Statement of Information* form which we ask you to complete and return to us as soon as possible.

There really is a reason for our request for you to fill it out. We don't want you to think that we are unnecessarily interested in your personal affairs. We have been asked to insure the title to real property in which you are interested, and if you will give us the information called for, it will help us do our job quickly and accurately. All information will be treated as confidential.

Our state's population is growing rapidly. Please think for a moment how many of our residents have the same or similar names. In processing your order we will inevitably encounter judgments, bankruptcies, divorces and income tax liens against persons whose names are in some way similar to yours. Such matters must be considered unless eliminated by information showing you are not the person involved in these difficulties. You see, then, that we need to know something about you and your spouse, if you are married, so that we may promptly ignore all matters not directly affecting you or the property.

By completing this form in full, you are helping to make it possible for us to give you the kind of service we are sure you would like to receive.

EXHIBIT "F"

§ 226.2

12 CFR Ch. II (1-1-03 Edition)

days from the regular day or date of the periodic statement.

(5) *Board* means the Board of Governors of the Federal Reserve System.

(6) *Business day* means a day on which the creditor's offices are open to the public for carrying on substantially all of its business functions. However, for purposes of rescission under §§ 226.15 and 226.23, and for purposes of § 226.31, the term means all calendar days except Sundays and the legal public holidays specified in 5 U.S.C. 6103(a), such as New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

(7) *Card issuer* means a person that issues a credit card or that person's agent with respect to the card.

(8) *Cardholder* means a natural person to whom a credit card is issued for consumer credit purposes, or a natural person who has agreed with the card issuer to pay consumer credit obligations arising from the issuance of a credit card to another natural person. For purposes of § 226.12(a) and (b), the term includes any person to whom a credit card is issued for any purpose, including business, commercial, or agricultural use, or a person who has agreed with the card issuer to pay obligations arising from the issuance of such a credit card to another person.

(9) *Cash price* means the price at which a creditor, in the ordinary course of business, offers to sell for cash the property or service that is the subject of the transaction. At the creditor's option, the term may include the price of accessories, services related to the sale, service contracts and taxes and fees for license, title, and registration. The term does not include any finance charge.

(10) *Closed-end credit* means consumer credit other than *open-end credit* as defined in this section.

(11) *Consumer* means a cardholder or a natural person to whom consumer credit is offered or extended. However, for purposes of rescission under §§ 226.15 and 226.23, the term also includes a natural person in whose principal dwelling a security interest is or will be retained or acquired, if that person's

ownership interest in the dwelling is or will be subject to the security interest.

(12) *Consumer credit* means credit offered or extended to a consumer primarily for personal, family, or household purposes.

(13) *Consummation* means the time that a consumer becomes contractually obligated on a credit transaction.

(14) *Credit* means the right to defer payment of debt or to incur debt and defer its payment.

(15) *Credit card* means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit. *Charge card* means a credit card on an account for which no periodic rate is used to compute a finance charge.

(16) *Credit sale* means a sale in which the seller is a creditor. The term includes a bailment or lease (unless terminable without penalty at any time by the consumer) under which the consumer:

(i) Agrees to pay as compensation for use a sum substantially equivalent to, or in excess of, the total value of the property and services involved; and

(ii) Will become (or has the option to become), for no additional consideration or for nominal consideration, the owner of the property upon compliance with the agreement.

(17) *Creditor* means: (i) A person (A) who regularly extends consumer credit³ that is subject to a finance charge or is payable by written agreement in more than 4 installments (not including a downpayment), and (B) to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract.

³A person regularly extends consumer credit only if it extended credit (other than credit subject to the requirements of § 226.32) more than 25 times (or more than 5 times for transactions secured by a dwelling) in the preceding calendar year. If a person did not meet these numerical standards in the preceding calendar year, the numerical standards shall be applied to the current calendar year. A person regularly extends consumer credit if, in any 12-month period, the person originates more than one credit extension that is subject to the requirements of § 226.32 or one or more such credit extensions through a mortgage broker.